

COUNTY COUNCIL

OF

HARFORD COUNTY, MARYLAND

BILL NO. 05-31

Introduced by Council President Wagner at the request of the County Executive

Legislative Session Day No. 05-21

Date: August 9, 2005

**A BILL approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 60 acres of agricultural land located at 2817 Rocks Road, Jarrettsville, Maryland 21084 from Herbert B. Cox, or any other owner thereof for a maximum purchase price of \$3,905.93 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.**

By the Council,

Introduced, read first time, ordered posted and public hearing scheduled

on: September 6, 2005

at: 7:30 p.m.

By Order: Barbara J. Ruth, Council Administrator

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 6, 2005, and concluded on September 6, 2005.

Barbara J. Ruth, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

## RECITALS

1  
2  
3 In accordance with the provisions of Section 524 of the Charter of Harford County (the  
4 "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the  
5 "County") the Budget for fiscal year 2006, Bill No. 05-17 (the "Budget Ordinance") includes a  
6 project permitting the County to enter into installment purchase agreements to acquire  
7 development rights in agricultural lands located within the County, which Budget Ordinance was  
8 adopted by the County Council of Harford County, Maryland (the "County Council"), in  
9 accordance with the Charter.

10 Section 520 of the Charter provides that "any contract, lease or other obligation in excess  
11 of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a  
12 later fiscal year shall be authorized by legislative act", and Section 524 of the Charter provides  
13 that the County may incur debt and pursuant to Bill No. 93-2 passed by the County Council on  
14 April 6, 1993, approved by the County Executive of the County on April 20, 1993, and effective  
15 on June 21, 1993, and Bill No. 01-17, passed by the County Council on August 7, 2001,  
16 approved by the County Executive on August 9, 2001, and effective on October 9, 2001 (the  
17 "Authorizing Act"), the County has been authorized and empowered to enter into installment  
18 purchase agreements to purchase easements for agricultural land preservation purposes.

19 The Authorizing Act provides that after review by the Harford County Agricultural  
20 Advisory Board in accordance with the County's Easement Priority Ranking System and approval  
21 by the Harford County Board of Estimates, the County Council, may approve and provide for the  
22 acquisition of the development rights in each particular parcel of agricultural land, as defined in  
23 the Authorizing Act.

24 Attached to this Bill as Exhibit A is an application to sell a development rights easement  
25 signed by the landowner where agricultural land is the subject of this Bill.

Attached to this Bill as Exhibit B are records of The Harford County Agricultural Advisory Board evaluating all applications to offer development right easements to the County, with each application ranked pursuant to the County's easement priority ranking system.

The County has now determined to enter into an Installment Purchase Agreement with Herbert B. Cox, or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement, in order to acquire the development rights in approximately 60 acres, more or less, of agricultural land located at 2817 Rocks Road, Jarrettsville, Maryland 21084 within the County for an aggregate purchase price not in excess of \$234,355.80, plus interest thereon, the actual amount of the purchase price to be equal to the lesser of such maximum amount or \$3,905.93 times the number of acres in such land (minus one acre for any existing residential dwelling located thereon), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE:

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That

(a) Harford County, Maryland (the "County") shall enter into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Herbert B. Cox, or any person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller") in order to acquire the development rights in approximately 60 acres of land, more or less, located at 2817 Rocks Road, Jarrettsville, Maryland 21084 within the County (the "Land"), for an aggregate purchase price not in excess of \$234,355.80 (the "Purchase Price"), plus interest thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of

1 such maximum amount or \$3,905.93 multiplied by the number of acres in the Land (minus one  
2 acre for any existing residential dwelling located thereon);

3 (b) The Installment Purchase Agreement shall be in substantially the form  
4 attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase  
5 Agreement is hereby approved as to form and content. The Installment Purchase Agreement  
6 shall be dated as of the date of its execution and delivery by the County and the Seller (the  
7 "Closing Date");

8 (c) A portion of the Purchase Price, in the amount determined as hereinafter  
9 provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be  
10 paid to the Seller in each year thereafter to and including a date not more than twenty (20) years  
11 after the Closing Date. The dates on which each such installment is payable shall be determined  
12 by the County Executive and the Treasurer and shall be inserted in the form of the Installment  
13 Purchase Agreement attached hereto as Exhibit C;

14 (d) Interest on the unpaid balance of the Purchase Price shall accrue from the  
15 Closing Date and shall be payable at least annually in each year, commencing on the first of such  
16 dates to follow the Closing Date and continuing to and including a date not more than 20 years  
17 after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS maturing on  
18 the date next preceding the final maturity date in the Installment Purchase Agreement determined  
19 as of the business day preceding the Closing Date and rounded to the next highest 0.05% per  
20 annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months;

21 (e) The County's obligation to make payments of the Purchase Price under the  
22 Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of  
23 the County and is and shall be made upon its full faith and credit.

1        SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
2 HARFORD COUNTY, MARYLAND,

3            That it is hereby found and determined that:

4            (a)     The acquisition of the development rights in the Land as set forth in  
5 Section 1 of this Bill and in the form of the Installment Purchase Agreement attached hereto as  
6 Exhibit C is in the best interests of the County;

7            (b)     The Installment Purchase Agreement is a contract providing for the  
8 payment of funds at a time beyond the fiscal year in which it is made and requires the payment of  
9 funds from appropriations of later fiscal years;

10           (c)     Funds for the payment of the Purchase Price under the Installment  
11 Purchase Agreement are included in the Budget Ordinance, As Amended;

12           (d)     The County shall acquire the development rights in the Land in perpetuity;

13           (e)     The Purchase Price is within the legal limitation on the indebtedness of the  
14 County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

15           (f)     The cost of acquiring the development rights in the Land is equal to the  
16 Purchase Price;

17           (g)     The only practical way to acquire the development rights in the Land is by  
18 private negotiated agreement between the County and the Seller.

19        SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
20 HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed  
21 by the County Executive of the County (the "County Executive") by his manual signature, and  
22 the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the  
23 manual signature of the Director of Administration of the County (the "Director of  
24 Administration"). In the event that any officer whose signature shall appear on the Installment

1 Purchase Agreement shall cease to be such officer before the delivery of the Installment Purchase  
2 Agreement, such signature shall nevertheless be valid and sufficient for all purposes, the same as  
3 if such officer had remained in office until delivery.

4 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
5 HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby  
6 authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such  
7 changes or modifications in the form of the Installment Purchase Agreement attached hereto as  
8 Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose  
9 of the transactions (including, but not limited to, determining the portion of the Purchase Price to  
10 be paid in cash on the Closing Date and establishment of interest and principal payment dates in  
11 each year that the Installment Purchase Agreement is outstanding) authorized by this Bill;  
12 provided that such changes shall be within the scope of the transactions authorized by this Bill  
13 and the execution of the Installment Purchase Agreement by the County Executive shall be  
14 conclusive evidence of the approval by the County Executive of all changes or modifications in  
15 the form of the Installment Purchase Agreement and shall thereupon become binding upon the  
16 County in accordance with its terms, as authorized by Section 524 of the Charter and the  
17 Authorizing Act (collectively, the "Enabling Legislation"), and as provided for in this Bill.

18 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
19 HARFORD COUNTY, MARYLAND, That the County Executive, the Director of  
20 Administration, the Treasurer of the County and other officials of the County are hereby  
21 authorized and empowered to do all such acts and things and to execute, acknowledge, seal and  
22 deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates  
23 as the County Executive may determine to be necessary to carry out and comply with the

1 provisions of this Bill subject to the limitations set forth in the Enabling Legislation and any  
2 limitations set forth in this Bill.

3       SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
4 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is hereby designated  
5 and appointed as registrar and paying agent for the Installment Purchase Agreement (the  
6 "Registrar"). The Registrar shall maintain, or cause to be maintained, books of the County for  
7 the registration and transfer of ownership of the Installment Purchase Agreement. In addition,  
8 the County may, from time to time, designate and appoint the Department of the Treasury of the  
9 County, any officer or employee of the County or one or more banks, trust companies,  
10 corporations or other financial institutions to act as a substitute or alternate registrar or paying  
11 agent for the Installment Purchase Agreement, and any such substitute or alternate shall be  
12 deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution  
13 appointing such substitute or alternate. Any such appointment shall be made by the County  
14 Council by resolution and the exercise of such power of appointment, no matter how often, shall  
15 not be an exhaustion thereof.

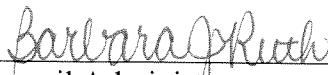
16       SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
17 HARFORD COUNTY, MARYLAND, That for the purpose of paying the installments of the  
18 Purchase Price when due and payable and the interest on the unpaid portion of the Purchase Price  
19 when due and payable, there is hereby levied, and there shall hereafter be levied in each fiscal  
20 year that any portion of the Purchase Price payable under the Installment Purchase Agreement  
21 remains outstanding, *ad valorem* taxes on real and tangible personal property and intangible  
22 property subject to taxation by the County, without limitation of rate or amount, and, in addition,  
23 upon such other intangible property as may be subject to taxation by the County within  
24 limitations prescribed by law, in an amount sufficient, together with the portion of the transfer

1 tax imposed on transfers of real property in Harford County which is dedicated to agricultural  
2 land preservation and other available funds, to pay any installment of the Purchase Price under  
3 the Installment Purchase Agreement maturing during the succeeding year and to pay the annual  
4 interest on the outstanding balance of the Purchase Price until all of the Purchase Price under the  
5 Installment Purchase Agreement and such interest have been paid in full; and the full faith and  
6 credit and the unlimited taxing power of the County are hereby irrevocably pledged to the  
7 punctual payment of the Purchase Price under the Installment Purchase Agreement and the  
8 interest on the unpaid balance of the Purchase Price as and when the same respectively become  
9 due and payable.

10 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
11 HARFORD COUNTY, MARYLAND, That this Bill shall take effect sixty (60) calendar days  
12 after it becomes law.

13 EFFECTIVE: November 14, 2005

14  
15  
16 The Council Administrator of the Council does  
17 hereby certify that fifteen (15) copies of this Bill are  
18 immediately available for distribution to the public  
19 and the press.  
20

21  
22   
23 \_\_\_\_\_  
24 Council Administrator  
25  
26  
27  
28  
29  
30  
31



HARFORD COUNTY BILL NO. 05-31

Brief Title Agricultural Preservation – Cox  
is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

**CERTIFIED TRUE AND CORRECT**

Barbara J. Ruth  
Council Administrator

Date September 6, 2005

**ENROLLED**

Robert S. Hagner  
Council President

Date September 6, 2005

**BY THE COUNCIL**

Read the third time.

Passed: LSD 05-22

Failed of Passage: \_\_\_\_\_

By Order

Barbara J. Ruth  
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7<sup>th</sup> day of September, 2005 at 3:00 p.m.

Barbara J. Ruth  
Council Administrator

**BY THE EXECUTIVE**

David L. Craig  
COUNTY EXECUTIVE

APPROVED: Date 9/13/05

**BY THE COUNCIL**

This Bill No. 05-31, having been approved by the Executive and returned to the Council, becomes law on September 13, 2005.

EFFECTIVE DATE: November 14, 2005

Barbara J. Ruth  
Barbara J. Ruth, Council Administrator

**EXHIBIT A**

Application

1  
2  
3

JAMES M. HARKINS  
HARFORD COUNTY EXECUTIVE

JOHN J. O'NEILL, JR.  
DIRECTOR OF ADMINISTRATION



J. STEVEN KAI-ZIEGLER  
DIRECTOR OF PLANNING & ZONING

## HARFORD COUNTY GOVERNMENT

### Department of Planning and Zoning FORM OF COMMITMENT LETTER

RE: Placement of a Harford County Land Preservation Easement on approximately 53 acres of land.

Dear Herbert Cox:

We are pleased to extend an offer to purchase the development rights and place a County Land Preservation Easement on your property of approximately 53 acres, subject to verification before settlement by survey submitted to Harford County, located at 2817 Rocks Road, Jarrettsville. In accordance with your application, this offer is in the form of Cash at settlement or Installment Purchase Agreement (IPA) for 10-20 years. Please circle the previous option of your choice.

This agreement is subject to the following terms and conditions:

1. Purchase Price: Harford County (County) offers to purchase the Development Rights from the Seller for a purchase price of \$3,905.93 per surveyed acre (excluding one acre for each dwelling) pursuant to the enabling legislation or other exclusion acreage required by the County.
2. Documentation: All instruments and documents required shall be subject to approval as to form and substance by the County, the County's attorney and Miles & Stockbridge, Bond Counsel ("Bond Counsel"). Bond Counsel shall prepare all documents evidencing the Deed of Easement. In addition to those items specifically set forth in this letter, the Seller shall furnish to the County, prior to the Settlement Date, any other documents, or materials as the County may require.
3. Conditions Precedent to Settlement:
  - (a) Not less than fourteen (14) days prior to the settlement Date, the Seller shall furnish to the County, a Subordination Agreement in recordable form from each Mortgagee and other lien holder having a lien on all or any portion of the land which Subordination Agreement shall be satisfactory in all respects to the County subordinating such person's interest in the Land to the rights of the County under the Deed of Easement.

*Preserving our values, protecting our future*  
(410) 638-3103

MY DIRECT PHONE NUMBER IS

220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014 410-638-3000 • 410-879-2000 • TTY 410-638-3086 • www.co.ha.md.us

*This document is available in alternative format upon request.*

- (a) The Seller shall provide an updated survey of the Land to the County at the expense of the Seller within fourteen (14) days prior to the settlement date. The survey shall be certified to the Title Company and or the Seller, and County, and shall show dimensions and locations of all improvements, easements, rights-of-way, adjoining sites, absence of any encroachment and such other details as the County may require.
4. Title Insurance: The County shall receive within seven (7) days prior to the settlement date a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price, insuring the ownership of the Development Rights by the County, subject only to those exceptions to title as are approved by the County and its Counsel, and with affirmative insurance on such matters as the County may require.
  5. Expenses: The County shall pay all costs relating to the recording of the Deed of Easement, all title examination charges, the premium for the title insurance policy, and fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of Seller and the out-of-pocket expenses of Bond Counsel. The Seller shall pay the fees and expenses of its own counsel, accountants and the cost of a survey.
  6. Termination by County: This commitment is being made in reliance upon information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.
  7. Brokerage: The County shall pay no fee or commission to any broker or agent in connection with the purchase of the development rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.
  8. Receipt of Opinion of Bond Counsel: It is a condition precedent to the settlement of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated on the settlement date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includible in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purpose, which opinion may assume continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Installment Purchase Agreement and may be otherwise limited in accordance with its terms.
  9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction: The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 9 hereof), and the Seller certifies that he Seller has not looked to or

relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Assignment Prohibited: This commitment may not be assigned or in any way transferred by the Seller without prior written approval of the County.
11. Entire Agreement: No statements, agreements or representation, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to such purchase are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.
12. Settlement Date; Survival: This transaction may be closed sixty (60) business days after Council action; provided all conditions precedent to closing has been met. This transaction must be fully settled within one hundred and twenty (120) business days from Council action, time being of the essence, or legislation approval will expire, however, a sixty (60) day extension can be requested for hardship cases. The terms of this commitment shall supersede in full, any prior commitment issued by the County in connection with the transaction contemplated hereby; and this commitment shall not survive settlement.

We are pleased to make this offer to you. Please indicate your acceptance of this commitment by signing and returning to us the executed original of this letter.

THE FOREGOING TERMS AND CONDITIONS ARE HEREBY AGREED TO AND  
ACCEPTED THIS 10<sup>th</sup> day of July, 2005.

Witness:

SELLER: X *Harriet B. Cox*

SELLER: \_\_\_\_\_



**This form must be dated, signed and returned by July 11, 2005.**

I. APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: Herbert B. Cox

(Marie M. Cox - passed away 1/26/04)

B. Address (if mailing address is a post office box, please give a street address as well):

2817 Rocks Road

Jarrettsville Md. 21084

C. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

D. Social Security Number or Tax Identification Number for each owner.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Type of legal entity:

☒ individual

☐ corporation incorporated in the State of \_\_\_\_\_

☐ general partnership created in the State of \_\_\_\_\_

☐ limited partnership created in the State of \_\_\_\_\_

☐ limited liability company created in the State of \_\_\_\_\_

F. Description of Applicant's business and percentage of income attributed to agriculture production: retired - farm rented to  
Ed Grimmel Jr. ~ 10%

G. Contact person at Applicant's organization:

1. Name: A. Adrian Cox

2. Title: Son

811 Phila. Rd. Joppa Md. 21085

3. Telephone                      8x

H. Legal counsel representing Applicant in proposed transaction:

1. Name: Stuart W. Cox

2. Address: Gildea LLC

Balta Md.

3. Telephone No.                      Fax No.                     

I. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: Campbell + Nolan Assoc. - Rowan Glidden

2. Address: 215 Bynum Rd

Forest Hill Md. 21050

3. Telephone No. 410.879.7200 Fax No. 410.838.1811

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

1949, 332/422, MP 25 Grid 4D Parcel #8  
58.41 acres +/- (see memo\*) 2817 Rocks Rd 21084,  
est. 1990 - 2 family conveyance lots (originally 63 acres)  
five (5) development rights, eleven (11) family  
conveyance right remaining, not aware of any  
easement restriction, tax ID 1303036138

K. Mortgagees or Deeds of Trust or other encumbrances (including leases). Lienholders will be required to subordinate their mortgage or deed of trust to the easement of the County.

Harco Maryland Fed. Credit Union  
30 Hickory Ave Bel Air Md. 21014  
- Ed Grimmel Jr - farm land - annual / rose / rental

L. Describe all uses currently made of the land and by whom:  
Agricultural

Ed Grimmel Jr. rents tillable lands

Non-agricultural

Owners home, owner maintains pasture &  
wood/lands



M. Zoning Classifications (if known).

Agricultural

N. Identify all children of owner(s).

Name

Address

H. Adrian Cox (son)

811 Phila. Rd. Joppa Md. 21085

Susan M. Brock (daughter)

11 Brooks Way Jarr. Md 21084

Rita L Dreyer "

13 Brooks Way Jarr. Md. 21084

Janet Cox Hague "

110 Oak Moore Ct. Bel Air 21014

check  
see  
a.c.

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions. (9)

Name

Address

1. Ralph P. Moxley

2746 Rocks Rd Jarr. Md. 21084

2. Gladys Moxley Davis

37 Homestead St. Bel Air Md. 21014

3. Geneva Moxley Finney

2803 Churchville Md. 21028

4. Mack Coy Moxley

2823 Forge Hill Rd. Bel Air Md. 21015

5. Raymond Cox

1203 Rigdon Rd. Jarr. Md. 21084

6. Carroll L. Cox

3128 Rocks Chrome Hill Rd 21084

7. William B. Cox

2118 Baldwin Mill Rd Fallston Md. 21047

- see attached

P. Identify all residences and buildings on the land.

2817 Rocks Rd - home, 1 30x40 shed, 1 corn crib/shed

John Cox Annapolis

Frank Cox M.C.

Q. Applicant's accountant.

Name Jeff Potter CPA

Address New Port Dr Forest Hill Md. 21050

Telephone No. 410-515-8222

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).

Nutrient Management Program - plan to have been filed  
by renter of land

S. Farm land breakdown

Cropland acres 33 est.

Pasture acres 17 est.

Woodland acres 6 est.

Homestead acres 2 est.

Other \_\_\_\_\_

T. Innovative farming practices on farm and type and production.

- Corn, Hay, Soybean crops rotation

- Plan to add CREP tree program in stream area.

see sketch

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes

☒ No

If yes, please explain: N/A

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes

☒ No

If yes, please explain: N/A

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes

☒ No

If yes, please explain: N/A

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserve further explanation?

☐ Yes

☒ No

- X. Please indicate whether you will take Installment Purchase option or lump sum payment.

Installment

## II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of a development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Towson Md., on 4/29, 2004  
(City) (State)

X Herbert B. Cox  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 08/25/03

HARFORD COUNTY, MARYLAND

TIME: 08:51:56

REAL PROPERTY BILLING

DIST: 03 INDEX NO: 036138 LIBER: 0332 FOLIO: 0422 EXPT CODE: 0  
USE: A MAP: 0025 GRID : 0004D PARCEL: 0008 TOWN CODE: 000

NAME: COX HERBERT B CURRENT ASMT: 143,866  
COX MARIE M STATE TAX: 189.90  
ADDR: 2817 ROCKS ROAD COUNTY TAX: 1,346.59  
JARRETTSVILLE MD 21084-1711 HIGHWAY TAX: 224.43  
GROSS TAX: 1,760.92  
NET TAX: 1,760.92

DESC: IMPS58.41 AC CB CREDIT: 0.00  
2817 ROCKS ROAD SOLAR CREDIT: 0.00  
N OF FOREST HILL HMSTD CREDIT: 0.00

FIELD CARD: 00111-000-00-00 LOCAL CREDIT:

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:  
SOLAR ASMT: 0 SOLAR MAX: 0.00 PREFER LND ASMT: 20,090

DATE LAST ASSESSED: 0801 PRIOR ASSESSMENT: 138,353

ENTER=MENU RETURN; CLEAR=END SESSION

*Sent 9/12/03*

THIS DEED made this 18th day of July, in the year 1949, by EDWARD D. HIGINBOTHOM, of Harford County in the State of Maryland, Trustee as hereinafter set forth.

WHEREAS by a decree of the Circuit Court of Harford County, in Equity, passed the 27th day of April, 1949, in a cause wherein Lillie Virginia Lewis, et al., were complainants and Maud G. Robinson, et al., were defendants (Equity Docket No. 7, Folio 232), the said Edward D. Higinbothom was duly appointed Trustee to sell the real estate referred to and particularly described in said proceedings.

WHEREAS after having given bond and having complied with all the other requisites of said Decree, the said Edward D. Higinbothom, Trustee, did, on the 23rd day of May, 1949, offer and sell the property hereinafter described at public auction at the Court House door in Bel Air, Harford County, Maryland, and sold the same to HERBERT B. COX and MARIE M. COX, his wife, at and for the sum of Seven thousand dollars (\$7,000.00), which sale has been duly reported and ratified by the said Circuit Court and the purchase money paid to the said Trustee, the receipt whereof is hereby acknowledged.

NOW THEREFORE this deed witnesseth that for and in consideration of the premises and the sum of Ten dollars (\$10.00) and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Edward D. Higinbothom, Trustee as aforesaid, does hereby grant, bargain and sell and convey into the said Herbert B. Cox and Marie M. Cox, his wife, all the right title and interest of all the parties to the aforesaid cause in and to all that certain farm situate and being in the THIRD ELECTION DISTRICT of Harford County, and lying on the east side of the public road leading from Forest Hill to The Rocks, containing 63 acres of land, more or less, and composed of parts of the tracts of land known as "East Endeavor", "Addition to William's Lot", "Timber Ridge", and "Bedmost" or by whatsoever name or names they may be known; and being the same

and all the land which was described in and conveyed by the following three deeds; the first from John D. Grafton, et al., to Richard F. Grafton, dated the 25th day of April, 1881, and recorded among the Land Records of Harford County in Liber A. L. J. No. 43, folio 488, containing 54 acres of land, more or less; the second from William F. Michael to the said Richard F. Grafton, dated the 18th day of March, 1908, and recorded among the Land Records of Harford County in Liber W. S. F. No. 122, folio 405, containing 8 acres of land, more or less; and the third from Walter F. Bailey and wife to Lavinia Grafton, et al., dated the 4th day of June, 1918, and recorded among the Land Records of Harford County in Liber J. A. R. No. 160, folio 180, containing 1/5 of an acre of land, more or less.

TOGETHER WITH the buildings and improvements thereon and the rights, ways, roads, waters, privileges and appurtenances thereunto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above granted and described property unto the said Herbert B. Cox and Marie M. Cox, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, forever, in fee simple.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

Harry St. A. O'Neill  
(Harry St. A. O'Neill)

Edward D. Haginbotham (SEAL)  
(Edward D. Haginbotham) Trustee.

STATE OF MARYLAND, HARFORD COUNTY, SCT:

I HEREBY CERTIFY that on this 18th day of July in the year 1949 before me the subscriber, a Notary Public of the State of Maryland in and for Harford County, duly commissioned and qualified, personall appeared Edward D. Higinbotham, Trustee, the above named Grantor, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

*Harry St. A. O'Neill* Notary Public  
Comm. exp. 5/7/51  
(Harry St. A. O'Neill)

ALL TAXES PAID  
STRETT BOWMAN. TREAS.  
7/19/49 *Ren*

TRANSFERRED

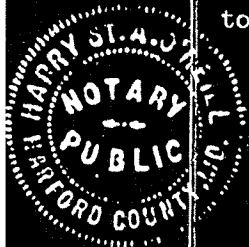
CHARLES H. HARTMAN,  
*Sm. GR*



RECEIVED FOR RECORD  
& RECORDED IN LIBER. *226*  
NO. 332 FOLIO *424* ONE OF THE

JUL 19 9 52 AM '49

L. A. L. RECORDS HARFORD  
COUNTY, MD. & EXAMINED  
PER GARLAND R. GREER,  
CLERK





**EXHIBIT B**

Records of The Harford County Agricultural Advisory  
Board evaluating and ranking applications pursuant  
to the County's easement priority ranking system.

Harford County Government

**Agricultural Preservation Farm Ranking FY 06**

	<b>NAME&amp; ADDRESS</b>	<b>Acreage</b>	<b>Point</b>
1	Wright/Vaughn 2950 Richardson Lane White Hall, MD 21161	130	261.81
2	Onion, Kenneth 5154 Onion Road Pylesville, MD 21132	151	225.33
3	Miller, Virginia 4130 Harford Creamery Road White Hall, MD 21161	46	220.34
4	Meadow Farm Estate, Inc. c/o Beverly Billings 4544 Conowingo Road Darlington, MD 21034	57	204.66
5	Holloway, Brenda & Harry 700 Darlington Road Darlington, MD 21034	97	203.85
6	Cox, Herbert 2817 Rocks Road Jarrettsville, MD 21084	53	192.15
7	Scarlett, Virginia & John 4220 Harford Creamery Road White Hall, MD 21161	42	178.61
8	Kelly, Marjorie & Barnaby, Elise 2449 Laurel Brook Road Fallston, MD 21047	30	169.18
9	Ellis, Robert Lee 3330 James Run Road Aberdeen, MD 21001	29	162.03

**BILL NO. 05-31**

10	Norton, Ralph & Sabrina Bradshaw Road Upper Falls, MD 21156	126	166.23
11	Katen, John & Lynn 1915 Cosner Road Forest Hill, MD 21050	69	149.57
12	Schreck, Harry & Marie 4918 Clermont Mill Road Pylesville, MD 21132	40	149.31
13	Schaefer, Gerald & Victory 2012 Kalmia Road Bel Air, MD 21015	52	148.88
14	Hanlin, William 3669 Burkins Road Street, MD 21154	36	139.74
15	Dalton, Terry & Michael 3733 Jarrettsville Pike Jarrettsville, MD 21084	27	136.47
16	Markline, Robert & Elizabeth 737 Mahan Road Aberdeen, MD 21001	29	136.06
17	Livezey, Robert & Sarah 1821 Ridge Road Whiteford, MD 21160	109	134.67
18	Laisy, Albert & Emily 2501 Laurel Brook Road Fallston, MD 21047	27	125.91
19	Cullum, Birney Property E S Earlton Road Havre de Grace, MD 21078	26	119.28
20	Wall, Robert & Paula 1800 Tower Road Aberdeen, MD 21001	52	112.92

**BILL NO. 05-31**

**BILL NO. 05-31**

1

21	DeRan, B. Marie & Petty, Mary E. Telegraph Road Pylesville, MD 21132	35 111.31
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22	Billings, Ben 2039 Franklin Church Road Darlington, MD 21034	38 60.95
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23	Smith, Robert & Ellen 3701 Peach Orchard Road Street, MD 21154	16 60.77
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2

EXHIBIT C

Form of Installment Purchase Agreement

**INSTALLMENT PURCHASE AGREEMENT**  
(No. 2006-1)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2005, between HERBERT B. COX (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with Bill Nos. 93-2 and 01-17, now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns 60 acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means \_\_\_\_\_, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated \_\_\_\_\_, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Ordinances 93-2 and 93-3 passed by County Council on April 6, 1993 approved by the County Executive on April 20, 1993, effective June 21, 1993 and codified as Section 60-9, of the Harford County Code, as amended, (3) Bill No. 01-17 passed by the County Council on August 7, 2001, approved by the County Executive on August 9, 2001 and effective October 9, 2001, and (4) Bill No. 05-31 passed by the County Council on \_\_\_\_\_, approved by the County Executive on \_\_\_\_\_ and effective \_\_\_\_\_.

"Interest Payment Date" means \_\_\_\_\_ in each year commencing \_\_\_\_\_.

"Land" means the tract of land located in Harford County, Maryland, containing 60 acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means \_\_\_\_\_ (\$\_\_\_\_\_), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means Herbert B. Cox, his respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

**SECTION 1.2. Rules of Construction.** The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

## **ARTICLE II**

### **SALE AND PURCHASE OF DEVELOPMENT RIGHTS**

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$\_\_\_\_\_ (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

## **ARTICLE III**

### **PAYMENT OF PURCHASE PRICE**

#### **SECTION 3.1. Payment of Purchase Price.**

(a) The County shall pay a portion of the Purchase Price in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on \_\_\_\_\_ and on the same day of each year thereafter to and including \_\_\_\_\_ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on \_\_\_\_\_ and annually thereafter in each year to and including \_\_\_\_\_ at the rate of \_\_\_\_\_% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

### SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the



purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

**SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement.** In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES**

**SECTION 4.1. Representations and Warranties of the County.** The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.

1 (c) This Agreement has been duly and properly authorized, executed, sealed  
2 and delivered by the County, constitutes the valid and legally binding obligation of the County,  
3 and is enforceable against the County in accordance with its terms.  
4

5 (d) There are no proceedings pending or, to the knowledge of the County,  
6 threatened before any court or administrative agency which may affect the authority of the  
7 County to enter into this Agreement.  
8

9 SECTION 4.2. Representations and Warranties of the Original Seller. The original  
10 Seller makes the following representations and warranties with respect to herself, but not with  
11 respect to any transferee Seller:  
12

13 (a) The Seller has full power and authority to execute and deliver this  
14 Agreement and the Deed of Easement, and to incur and perform the obligations provided for  
15 herein and therein. No consent or approval of any person or public authority or regulatory body  
16 is required as a condition to the validity or enforceability of this Agreement or the Deed of  
17 Easement, or, if required, the same has been duly obtained.  
18

19 (b) This Agreement and the Deed of Easement have been duly and properly  
20 executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully  
21 enforceable against the Seller in accordance with their respective terms.  
22

23 (c) There is no litigation or proceeding pending or, so far as the Seller knows,  
24 threatened before any court or administrative agency which, in the opinion of the Seller, will  
25 materially adversely affect the authority of the Seller to enter into, or the validity or enforceability  
26 of, this Agreement or the Deed of Easement.  
27

28 (d) There is (i) no provision of any existing mortgage, indenture, contract or  
29 agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no  
30 provision of law or order of court binding upon the Seller or affecting the Land, which would  
31 conflict with or in any way prevent the execution, delivery, or performance of the terms of this  
32 Agreement or the Deed of Easement, or which would be in default or violated as a result of such  
33 execution, delivery or performance, or for which adequate consents, waivers or, if necessary,  
34 subordinations, have not been obtained.  
35

36 (e) There exist no liens or security interests on or with respect to the Land  
37 (other than Permitted Encumbrances), or such liens or security interests will be released or  
38 subordinated to the Development Rights.  
39

40 (f) The Seller is not a nonresident alien of the United States of America for  
41 purposes of federal income taxation.  
42

43 (g) The Social Security Number of the Seller, Herbert B. Cox, is \_\_\_\_\_.  
44 The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same  
45 to the County for filing.  
46

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

## ARTICLE V

### PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

## ARTICLE VI

### THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

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SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

## ARTICLE VI

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SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014  
Attention: Treasurer

with a copy to: Robert S. McCord, Esquire  
County Attorney  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014

Seller: Herbert B. Cox

2817 Rocks Road  
Jarrettsville, Maryland 21084

Registrar: John R. Scotten, Jr.  
Treasurer  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: \_\_\_\_\_  
David R. Craig  
County Executive

ATTEST:

\_\_\_\_\_  
Lorraine T. Costello  
Acting Director of Administration

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
Herbert B. Cox (SEAL)

SELLER

SCHEDULE I

INSTALLMENTS OF  
DEFERRED PORTION OF PURCHASE PRICE  
(HERBERT B. COX)

Date of Payment

Amount Payable

\$

Plus initial payment of purchase  
price on \_\_\_\_\_

\$ \_\_\_\_\_

TOTAL

\$ \_\_\_\_\_

1  
2  
3  
4

**FORM OF DEED OF EASEMENT**



**EXHIBIT B**

**TO INSTALLMENT  
PURCHASE AGREEMENT**

**PERMITTED ENCUMBRANCES**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.

2. Rights or claims of parties other than the insured in actual possession of any or all of the property.

3. Special assessments against the property which are not shown as existing liens by the public records.

4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

EXHIBIT C  
TO INSTALLMENT  
PURCHASE AGREEMENT

ASSIGNMENT

FOR VALUE RECEIVED, HERBERT B. COX (the "Registered Owner"),  
subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s]  
unto \_\_\_\_\_, without recourse, all of the Registered  
Owner's right, title and interest in and to the Installment Purchase Agreement to which this  
Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as  
defined in such Agreement) to transfer such Agreement on the books kept for registration  
thereof. The Registered Owner hereby represents, warrants and certifies that there have been no  
amendments to such Agreement [except \_\_\_\_\_].

Date: \_\_\_\_\_

WITNESS OR ATTEST: \_\_\_\_\_

NOTICE: The signature on this  
Assignment must correspond with of  
the name of the Registered Owner  
as it appears on the registration  
books for the Installment Purchase  
Agreement referred to herein in  
every particular, without alteration or  
enlargement or any change whatever.

**ADD NOTARY ACKNOWLEDGMENT**

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Harford County, Maryland

By: \_\_\_\_\_  
David R. Craig  
County Executive

**EXHIBIT D  
TO INSTALLMENT  
PURCHASE AGREEMENT**

**TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES**

The transfer of this Installment Purchase Agreement may be registered only by the Registered Owner under such Agreement in person or by its duly authorized officer or attorney upon approval by Harford County, Maryland upon presentation hereof to the Registrar, who shall make note thereof in the books kept for such purpose and in the registration blank below.

<u>Date of Registration of Transfer</u>	<u>Name of Transferee Registered Owner</u>	<u>Outstanding Balance of Purchase Price</u>	<u>Signature of Registrar</u>
17			
18		\$	
19		\$	
20		\$	
21		\$	
22		\$	
23		\$	
24		\$	
25		\$	
26		\$	
27		\$	
28		\$	
29		\$	
30		\$	
31		\$	
32		\$	
33		\$	
34		\$	
35		\$	
36		\$	
37		\$	
38		\$	
39		\$	
40		\$	
41		\$	
42		\$	
43		\$	
44			